

REMARKS/ARGUMENTS

Favorable reconsideration of this application, as presently amended and in light of the following discussion, is respectfully requested.

Claims 1-18, 20, and 21 are pending in the present application, Claims 1-3, 6, 9-11, 14, 17, 18, 20, and 21 having been amended, and Claim 19 having been previously canceled. Support for the amendments to the claims is found, for example, in the specification at page 20, lines 11-21, and page 24, line 16 to page 25, line 8. Thus, no new matter is added.

In the outstanding Office Action, Claims 1-3, 6, and 21 were rejected under 35 U.S.C. §101; Claims 1-3, 6, and 21 were rejected under 35 U.S.C. §112, second paragraph; and Claims 1-18 and 21 were rejected under 35 U.S.C. §103(a) as unpatentable over Kambayashi in view Official Notice.

With respect to the rejection of Claims 1-3, 6, and 21 under 35 U.S.C. §§ 101 and 112, second paragraph, Claims 1-3, 6, and 21 are amended to more clearly describe and distinctly claim the subject matter regarded by Applicant as the invention. Particularly, Claims 1-3, 6, and 21 are amended to replace “first key information” and “second key information” with “key information” and “decrypted key information,” respectively. Accordingly, Applicant respectfully submits that the rejection under 35 U.S.C. §§ 101 and 112, second paragraph, are overcome.

In a non-limiting embodiment of the claimed invention, first control information is stored in a storage device of a receiver. The first control information contains identification information unique to the receiver and contract information for selecting some of a plurality of different channels. The first control information is required for the receiver to select broadcasted and encrypted contents information. The contract information includes a work key encrypted by a master key. The contract information of the first control information is periodically updated at a first period to the contract information contained in second control

information. Encrypted key information, independent of the receiver and broadcasted to decrypt the contents information, is periodically received at a second period shorter than the first period. The encrypted key information is encrypted by the work key. The encrypted key information is decrypted and stored in the storage device. It is determined whether the stored decrypted key information is valid based on the contract information. The contents information is decrypted based on the decrypted key information and updated contract information that has been determined to be valid.

The contract information is information for selecting some of a plurality of different channels, and the key information used to decrypt the contents information is received at a period (e.g. 10 minutes) shorter than a period (e.g. one month) at which the contract information is periodically updated.¹

With respect to the rejection of Claim 1 under 35 U.S.C. §103(a) as unpatentable over Kambayashi in view of Official Notice, Applicants respectfully submit that the amendment to Claim 1 overcomes the outstanding ground of rejection. Amended Claim 1 recites, *inter alia*,

storing first control information in a storage device of a receiver, the first control information containing identification information unique to the receiver and contract information for selecting some of a plurality of different channels, the first control information required for the receiver to select broadcasted and encrypted contents information, the contract information including a work key encrypted by a master key;

Kambayashi does not describe or suggest at least these elements of amended Claim 1.

Kambayashi discloses a license information generation section that merges the decoding key kd(1) with a license condition (such as an expiration date) and then performs encryption using the encryption key ke to generate license information.² The license information generation section does not generate the claimed “contract information for

¹ Specification, page 20, lines 11-21, and page 24, line 15 to page 25, line 8.

² Kambayashi, col. 11, lines 44-64.

selecting some of different channels.” Contract information is “information that describes contract states from respective channels for each subscriber to implement conditional access.”³

Furthermore, amended Claim 1 also recites, *inter alia*, “periodically updating at a first period the contract information of the first control information...periodically receiving encrypted key information which is independent of the receiver and broadcasted to decrypt the contents information at a second period shorter than the first period.”

Kambayashi only discloses updating the license information, which does not equate to the claimed “contract information” as explained above. Furthermore, Kambayashi does not disclose or suggest a period at which updating the license information occurs at.

Furthermore, Kambayashi does not describe or suggest “periodically receiving encrypted key information which is independent of the receiver and broadcasted to decrypt the contents information at a second period shorter than the first period.” It is noted that the outstanding Office Action uses outdated claim language in the outstanding rejection. The Office Action uses “receiving broadcasted key information independent from the receiver and required to decrypt the contents information.” This language was first modified in the response filed on July 5, 2005.

Kambayashi merely discloses receiving key generation information.⁴ Kambayashi does not describe or suggest the key generation information is periodically received at a second period shorter than the first period.

Furthermore, with respect to the use of Official Notice, Applicants respectfully submit that Official Notice may only be used for facts outside of the record which are capable of instant and unquestionable demonstration as being "well-known" in the art. *In re Ahlert*, 424 F.2d 1088, 1091, 165 USPQ 418, 420 (CCPA 1970). As set forth in MPEP § 2144.03, if an

³ Specification, page 20, lines 11-14.

⁴ Kambayashi, col. 41, lines 38-41.

applicant traverses an assertion made by an Examiner while taking official notice, the Examiner should cite a reference in support of their assertion.

In addition, Applicants respectfully traverse those grounds for rejection relying of Official Notice. Applicants do not consider the features for which Official Notice were taken to be “of such notorious character that official notice can be taken.” Therefore Applicants traverse this assertion. “The examiner should cite a reference in support of his or her position.”⁵

In view of the above-noted distinctions, Applicants respectfully submit that amended Claim 1 patentably distinguishes over Kambayashi. In addition, amended independent Claims 2, 3, 6, 9-11, 14, 17, 18, 20, and 21 recite elements similar the elements recited in amended Claim 1. Accordingly, Applicants respectfully submit that Claims 2, 3, 6, 9-11, 14, 17, 18, 20, and 21 (and Claims 4, 5, 7, 8, 12, 13, 15, and 16) patentably distinguish over Kambayashi for at least the reasons stated for Claim 1.

Furthermore, Applicants respectfully submit that amended Claim 9 further patentably distinguishes over Kambayashi. Amended Claim 9 recites, *inter alia*, “periodically distributing first control information between the receiver and the distributor via a bi-directional communications channel at a first period...and the second control information containing identification information unique to the receiver and required for the receiver to decrypt the contents information at a second period shorter than the first period.” Kambayashi does not describe or suggest these elements of amended Claim 9.

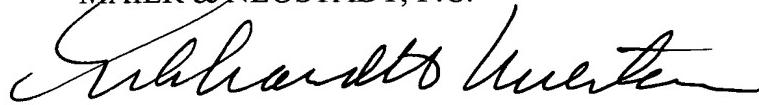
⁵MPEP 2144.03, page 2100-129, left column, second full paragraph of MPEP 2144.03.

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Accordingly, in view of the present amendment and in light of the previous discussion, Applicants respectfully submit that the present application is in condition for allowance and respectfully request an early and favorable action to that effect.

Respectfully submitted,

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